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6 UNITED STATES DISTRICT COURT
7 WESTERN DISTRICT OF WASHINGTON
8 AT TACOMA

9 TODD and ANNE ERICKSON,
10 individually and the marital community
11 comprised thereof,

12 Plaintiffs,

13 v.

14 MICROAIRE SURGICAL
15 INSTRUMENTS, LLC, a Virginia limited
16 liability company doing business in the
17 State of Washington,

18 Defendant.

Case No. C08-5745 BHS

ORDER DENYING PLAINTIFFS'
MOTION TO QUASH
DEPOSITION SUBPOENA

19 By order dated May 6, 2010 (Dkt. 45), Plaintiffs' motion to quash deposition
20 subpoena on a nonparty, Dr. Jennifer Forshey (Dkt. 22) was renoted to May 17, 2010. The
21 Court directed the Ericksons to provide to the Court and to MicroAire a copy of the
22 confidentiality provision of the settlement agreement in *Jennifer Forshey v. Sound Oral and*
23 *Maxillofacial Surgery P.S.*, Case No. C06-5335, and further directed the parties to file
24 simultaneous briefs addressing whether or not the settlement agreement restricts disclosure
25 and, if it does, whether, and upon what terms of protection, the Court should order disclosure.
26 The confidentiality provision has been provided and briefing filed.

1 The confidentiality clause of the Settlement Agreement provides in pertinent part that:


2 The parties to this Agreement acknowledge and agree that this Agreement and
3 the terms of settlement are confidential and will not be disclosed to any third
4 party . . . except pursuant to a court order. In the event that disclosure of this
5 Agreement is required, the parties acknowledge that they are responsible for
6 maintaining the confidentiality of this Agreement released to the excepted
7 persons or entities. In the event that a court order compels the release of this
8 Agreement, all parties will give notice of the impending action so that the other
9 party may seek a protective order over the disclosure of this Agreement and its
10 terms. Notice will be given through present counsel of record, Stephen Teller
11 for Dr. Forshey and James B. Meade for Sound Oral and Dr. and Mrs.
12 Erickson.

13 As noted by Defendant MicroAire, nothing in the confidentiality provision contained
14 in the settlement agreement between Dr. Forshey and Plaintiffs and their former business,
15 bars the production or disclosure of information other than the settlement agreement itself
16 and its terms. Thus, there is no bar to the disclosure and production of information outside
17 the settlement agreement. Further, by the terms of the confidentiality clause, the settlement
18 agreement itself is subject to disclosure by court order.

19 In light of this Court's order, the Ericksons no longer object to producing the
20 settlement agreement in *Jennifer Forshey v. Sound Oral and Maxillofacial Surgery P.S.*,
21 Case No. C06-5335.

22 Accordingly, **IT IS ORDERED** that the Ericksons' motion to quash a deposition
23 subpoena on a nonparty, Dr. Jennifer Forshey (Dkt. 22), is **DENIED**.

24 DATED this 25th day of May, 2010.

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BENJAMIN H. SETTLE
United States District Judge